

**AGENDA
REGULAR MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF IRVINGTON, NEW YORK
MONDAY, OCTOBER 6, 2014, 7:00 P.M.
IRVINGTON VILLAGE HALL – TRUSTEES ROOM**

1. Call to order by Mayor Brian C. Smith
2. Pledge of allegiance to the flag of the United States of America
3. Independent Audit Presentation
4. Announcements
5. Correspondence
 - a. Mary Beth Dooley
 - b. Joshua Rikon
6. Public comment
7. Consent Agenda
 - a. Minutes of the Regular Meeting of the Village Board held on September 15, 2014
 - b. Sustainable Westchester 2015 Membership
 - c. Appointment of Substitute Clerk at Library
 - d. Standard Workday and Reporting for Elected and Appointed Officials
8. Continuation of Public Hearing to consider a local law amending the Zoning Code with respect to deer fences
9. Appointment of Probationary Members of the Irvington Fire Company
10. 2nd Amendment to Lease Agreements & Memorandum to Lease Agreement between the Village of Irvington & Crown Atlantic Company LLC
11. Discussion of the Irvington Farmers' Market
12. Brightview Senior Living - discussion regarding potential application for 88-94 North Broadway
13. Reports of Boards, Standing Committees and Officers
 - a. Trustee Liaisons reports
 - b. Village Administrator's report
 - c. Village Clerk-Treasurer's report
 - d. Village Attorney's report
14. Public comment
15. Review of action items
16. Adjournment

(Sa)

Larry Schopfer

From: Mary Beth Dooley <marybethdooley@gmail.com>
Sent: Tuesday, September 30, 2014 3:42 PM
To: bsmith@irvingtonny.gov; lschopfer@irvingtonny.gov; ckehoe@irvingtonny.gov; mgilliland@irvingtonny.gov; wmontgomery@irvingtonny.gov; kwoll@irvingtonny.gov
Subject: FW: Traffic Calming on Harriman Road

To The Mayor, Village Administrator and Members of the Board of Trustees of the Village of Irvington,

This is a letter I sent to Police Chief Cerone today. I am forwarding to you for your consideration.

Thank you,
Mary Beth Dooley

----- Forwarded Message

From: Mary Beth Dooley <marybethdooley@gmail.com>
Date: Tue, 30 Sep 2014 11:42:48 -0400
To: <Mcerone@irvingtonny.gov>
Cc: Jim Parker <jparker@irvingtonny.gov>
Subject: Traffic Calming on Harriman Road

Hello Chief Cerone:

Mary Beth Dooley here. Jim Parker and I own Red Hat and live in the old Pump House on Harriman Road. We have lived in Irvington since 1989.

I am writing to express concern over speed enforcement on Harriman.

Development has certainly increased volume on our roads over the years and I don't know that there is a solution for that. However, the number of cars speeding seems to have dramatically increased. There must be a solution for that! Even the placement of the new STOP signs has not gone a long way in solving the problem. There is no stop sign from Broadway to Park Road so drivers gain maximum speed along this stretch as well as from the reservoir to the Saw Mill. The eastbound traffic is particularly bad, but even the westbound traffic is very fast—the stop signs just bring the cars to an abrupt halt. Entering and exiting my driveway has become hazardous. I believe that we must try to calm the traffic on Harriman to protect our kids and our quality of life.

I have been noticing this for quite sometime but have hesitated to complain.

Today, three specific things occurred that prompted me to contact you:

1. I was traveling from Northfield Ave. down Cyrus Field and Harriman Road. I ALWAYS mind the speed limit of 25mph. I was essentially harassed by a driver behind me; flashing his lights and tailgating. It caused me a good degree of anxiety. I flipped my rear view mirror upward so I wouldn't be distracted by the flashing lights. I got a good long horn beep from him as I turned into my driveway.
2. On this same trip an Irvington patrol car exited Fieldpoint Drive and turned west onto Harriman. I was just making the turn by the reservoir so the patrol car would have been directly in front of me---- if he hadn't been going so fast. I stayed the limit and immediately lost sight of the patrol car. Completely. I hope his/her speed was due to responding to a call....however there was no siren or flashing lights to indicate such.

3. On this same trip as I approached my driveway (along Hastings Memorial Park) there were two young women each pushing baby strollers with toddlers in tow. These women were side by side—the sidewalk is quite wide along that stretch—with the strollers in front of them. I couldn't help but notice that the woman closest to the road was VERY close to the road!! With the angry bird driver behind me.

I think enforcement is an issue; the digital "your speed" sign that occasionally goes out doesn't seem to help much.

I also think that there are an insufficient number of speed limit signs on both sides of Harriman and Cyrus Field Road. Is there a suggested number of signs per mile for municipalities? There are caution (yellow) signs as one drives down Harriman but very few speed limit signs. I think I counted three from the Saw Mill to Broadway. About the same in the other direction.

Cars exiting from the Saw Mill Parkway (where the max speed is 50mph but ALL go much faster) will barely see the speed limit sign that is posted just beyond Northfield. It is obstructed by trees and is weathered/not very readable or bright. When one is used to driving 50 or 60mph one needs to be reminded that a transition is taking place!! You are entering a residential neighborhood with children, pedestrians and pets.

The same can be said for drivers entering Harriman Road from Broadway. The sign on the right side is under a tree and not very readable. While the speed limit on that stretch of Broadway is 30mph, cars often speed on Broadway. As drivers go from Broadway to Harriman they need to be reminded that this is a residential street not a major thoroughfare.

The No Commercial Vehicles sign also should be more visible. I believe Harriman is routinely used as a cut through for commercial vehicles (who may be less aware of speed limit and neighborhood character) coming from Ardsley and points south.

I have noticed the plastic "child" signs that property owners have erected on station Road. I believe there are three or four so far. Perhaps Irvington is in need of a Village-wide "Speed Awareness Program." I cannot help but think that if we enlist our own residents (through heightened awareness) to help with this effort we just might see real change!

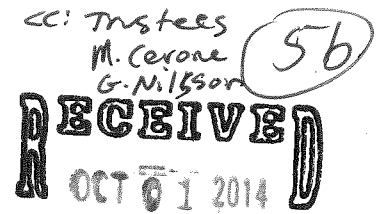
Finally, Village vehicles—Police, DPW, etc. should set an example by always minding the speed limit. There needs to be an overall calming of traffic in the Village to protect our kids and preserve the small town feeling that makes Irvington so special.

Thank you for your continued service to our Village.
I appreciate your attention to this matter.

Mary Beth Dooley

----- End of Forwarded Message

Joshua H. Rikon
49 Station Road
Irvington, New York 10533
[REDACTED]



September 29, 2014

Hon. Mayor Brian Smith
Village of Irvington
85 Main Street
Irvington, New York 10533

Honorable Mayor Brian Smith:

This letter is written on behalf of the Spiro Park Association of Neighbors ("SPAN"). The members of SPAN met on September 13, 2014 to discuss their concerns about vehicle and pedestrian safety issues on Station Road. It is SPAN's goal to inform the Village about the concerns and to work with the Village to address the concerns so that the Spiro Park neighborhood continues to be a safe community.

One of SPAN's concerns relates to the tunnel on Station Road. Visiting motorists who approach the tunnel from Broadway do not know that the tunnel is designed for two-way traffic, with vehicles on either side taking turns to travel after stopping at the stop signs. Several vehicles often go through the tunnel from the same direction even though other vehicles may be waiting at the stop sign at the opposite side. The motorists are also unaware that they have to share the tunnel with pedestrians.

SPAN would like the Village to add the appropriate signage on either side of the tunnel in order to inform motorists how to navigate the tunnel safely and to make them aware of pedestrians in the area. In addition, the members of SPAN would like to see impactable posts installed in the tunnel to clearly delineate the pedestrian area. A traffic engineer has advised SPAN that one post at each end of the tunnel should be sufficient. SPAN has also been advised that the posts have a nominal cost and they can be removed during winter months for plowing.

Another concern is speeding and the failure of motorists to observe traffic laws. The members of SPAN have observed motorists who disregard the stop signs at Brook Place, Woodbine Road, and South Buckhout Street. In addition, some motorists fail to yield to pedestrians in the crosswalks at Maple and South Buckhout Streets. While conditions have improved at the Maple Street crosswalk with the installation of pedestrian signage, SPAN would like to see additional traffic control devices installed elsewhere on Station Road.

It is important to slow the speed of traffic because there are no sidewalks or shoulders on Station Road between Brook Place and Broadway and because many people cross Station Road at Woodbine Road and Maple Street. Traffic control devices can include speed bumps or a mobile speed display sign installed on a utility pole. Another option would be to extend the school speed limit zone to some or all of Station Road so that the speed limit can be lowered to 15 MPH. Students travel on and cross Station Road to get to school, and people drop off and pick children up at the Dows Lane School via Willow and Oak Streets in order to avoid the bus traffic on Dows Lane.

The members of SPAN are very concerned about the issues discussed above. They would like the Village to address the concerns as soon as possible. Thank you for your consideration.

Respectfully,



Joshua H. Rikon

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF IRVINGTON,
NEW YORK HELD ON MONDAY, SEPTEMBER 15, 2014 AT 7:00 P.M. AT VILLAGE HALL, 85 MAIN
STREET, IRVINGTON, NEW YORK**

Present: Brian C. Smith, Mayor
Mark Gilliland, Trustee
Constance Kehoe, Trustee
Walter Montgomery, Trustee
Kristen C. Woll, Trustee
Lawrence S. Schopfer, Village Administrator
Brenda M. Jeselnik, Clerk/Treasurer
Michael P. Cerone, Police Chief
Marianne Stecich, Village Attorney

Mayor Smith called the meeting to order and led those in attendance in the pledge of allegiance to the flag of the United States of America.

A number of Police Department items opened the meeting; beginning with the swearing in of Officer Mathew J. Eckert by Mayor Smith followed by the promotion and swearing in of Francis Pignatelli to the rank of Sergeant.

**RESOLUTION 2014-097
PROMOTION TO THE POSITION OF POLICE SERGEANT**

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe and adopted:

RESOLVED, Francis Pignatelli is promoted to the position of Police Sergeant at an annual salary of \$115,519 effective September 16, 2014 subject to a probationary period of not less than 12 weeks and not more than 52 weeks.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Montgomery, Woll)
NAYS:	0	

There was a presentation of Police Department awards by Chief Michael P. Cerone. Honorable Service Awards and Certificates of Merit were presented to Officer Ryan Weiss, Officer Edward Vize and to Sergeant Michael Foley. Mayor Smith thanked those officers for their service.

Mayor Smith made the following announcements:

- a. Hudson River Valley Ramble takes place September 20, 2014
- b. First Irvington Rocktoberfest is scheduled for October 11, 2014

There was a presentation by David Steinmetz on behalf of Brightview Senior Living regarding potential application for property located at 88-94 North Broadway and owned by 106 North Broadway, LLC. Several preliminary options were presented with extensive discussion and questions by the Board of

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Trustees. Topics included inclusion of affordable units, size, visual impact, and impact on emergency services.

Mayor Smith reviewed correspondence from David Sottile and Dave Cohen supporting the consideration of hiring a Crossing Guard at Broadway and Heritage Hill Road. He also read correspondence from Anne Shepherd in support of the parking area off South Buckout Street proposed by Astor Buck Properties and from Terri Gendron Reid who reported the outstanding service she received from the Department of Public Works. For consideration during the scheduled Public Hearing to consider the height of deer fencing, Michael Bradley and Andy Lyons offered their comments. Michael Bryant, President of the Fieldpoint Community Association, requested that when considering a seasonal ban on gas powered blowers, an exemption be provided for large, multi-family residents. Maureen Popiel discussed the AstorBuck parking lot.

Mayor Smith opened the floor for comments from the public. A representative from the Fieldpoint Landscape Committee inquired as to the status of the proposed leaf blower public hearing. Cheryl Brandwein inquired on the process to request speed bumps on South Buckout Street and on Station Road. Ann Acheson addressed the rabid raccoon incident and problem.

Mayor Smith offered the following resolutions, which were seconded by Trustee Montgomery and adopted:

RESOLVED, to approve the minutes of the Regular Meeting of the Village Board held on August 11, 2014.

RESOLUTION 2014-098

ACCEPTANCE OF JUSTICE COURT REPORT FOR 2013/14

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

RESOLVED, to accept the annual Justice Court report issued by O'Connor Davies, LLP for the 2013/14 fiscal year.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Montgomery, Woll)
NAYS:	0	

RESOLUTION 2014-099

APPROVAL TO CHANGE THE ESTIMATED EXPENDITURE FOR THE 2013/14, SNOW & ICE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

WHEREAS, the Village of Irvington and the New York State Department of Transportation have entered into an agreement providing for the Village's removal of snow and ice from North and South Broadway; now therefore be it

RESOLVED, that due to the severity of the winter during 2013/2014 the estimated expenditure will be revised to reflect the additional lane miles of State roads that were plowed/treated during the

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winter season as per the attached agreement and authorize the Superintendent of Public Works, Greg Nilsson, to execute said agreement.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Montgomery, Woll)
NAYS:	0	

Mayor Smith made a motion to open a public hearing to consider a local law amending the Zoning Code with respect to deer fences. Trustee Montgomery seconded the motion and it was unanimously approved. Village Attorney Marianne Stecich outlined the proposed changes involving deer exclusion fences. The Board discussed various aspects of the types of fencing and which types may need site plan approval. After discussion, the Board agreed to continue the public hearing at the meeting of October 6, 2014.

RESOLUTION 2014-100
APPOINTMENTS TO THE ZONING BOARD OF APPEALS

Trustee Montgomery offered the following resolution, which was seconded by Trustee Woll and adopted:

RESOLVED, to appoint Luise Barrack as a member of the Zoning Board of Appeals for a term to expire December 2018

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Montgomery, Woll)
NAYS:	0	

RESOLUTION 2014-101
APPOINTMENT OF LIBRARY DIRECTOR

Trustee Kehoe offered the following resolution, which was seconded by Trustee Montgomery and adopted:

RESOLVED, to appoint Rosemarie C. Gatzek to the position of Library Director at an annual salary of \$90,000.00 effective September 16, 2014.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Montgomery, Woll)
NAYS:	0	

RESOLUTION 2014-102
APPOINTMENT OF A SCHOOL CROSSING GUARD

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

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RESOLVED, to appoint Virginia Sereninsky to the position of part time School Crossing Guard at a rate of \$26.08 per hour effective September 16, 2014.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Montgomery, Woll)
NAYS:	0	

RESOLUTION 2014-095

INTERMUNICIPAL COOPERATION AGREEMENT WITH THE IRVINGTON SCHOOL DISTRICT FOR THE USE OF CABLE TELEVISION EDUCATIONAL ACCESS FUNDS

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED, to authorize the Village Administrator to execute an intermunicipal cooperation agreement with the Irvington Union Free School District for the use of Cable Television Educational Access Funds;

FURTHER RESOLVED, to authorize the Clerk/Treasurer to make the following budget transfer:

Increase: Surplus (10.10.4795)	\$130,000.00
Increase: School Contract (10.6410.436)	\$130,000.00

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Montgomery, Woll)
NAYS:	0	

Trustee Gilliland reported on the Green Policy Task Force and announced that the Irvington Fire department Inspection Dinner is scheduled for October 4, 2014.

Trustee Woll announced the Board of Education upcoming meetings and reported on Justice Court matters.

Trustee Montgomery gave the highlights of the many fall activities of the Recreation Department. He also reported on Highway Department noting the rock work completed on Cyrus Field Road. Trustee Montgomery also reported on recent Water Department activities.

Trustee Kehoe on activities in the Theater including the upcoming season opening. She also reported on matters involving the Main Street Streetscape project, the Historic District Committee, the Housing Committee, and the Chamber of Commerce.

Village Administrator Lawrence Schopfer reported on the progress in obtaining a liquor permit for the upcoming Rocktoberfest event.

Clerk/Treasurer Brenda Jeselnik announced the retirement of Sheila Fullerton who has worked for the Village of 20 years and announced that there will be an audit presentation at the October 6, 2014 meeting.

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Mayor Smith opened the floor to public comment. As there were no comments, the Board proceeded to review action items. There being no further business, Mayor Smith made a motion to adjourn which was seconded by Trustee Woll and unanimously approved.

Brenda M. Jeselnik, Clerk/Treasurer

76

RESOLUTION 2014-xxx

APPROVAL OF VILLAGE MEMBERSHIP TO SUSTAINABLE WESTCHESTER

Trustee offered the following resolution, which was seconded by Trustee and
adopted:

RESOLVED, to approve the Village of Irvington becoming a member of Sustainable Westchester and authorizing the Village Treasurer to pay the 2015 membership dues in the amount of \$1,000.

SUSTAINABLE WESTCHESTER

Where Westchester County municipalities come together to address sustainability opportunities through shared services and sharing of best practices.

The mission statement

Sustainable Westchester is a consortium of Westchester County local governments that facilitates effective sustainability initiatives, engages community stakeholders, and shares tools, resources, and incentives to create more healthy, vibrant and attractive communities, now and in the future.

Why Sustainable Westchester?

Westchester municipalities have ambitious sustainability goals in an environment of severe budgetary constraints. Sustainable Westchester helps participating municipalities seize opportunities and address challenges by leveraging existing municipal resources as well as outside funding and expertise. Sustainable Westchester is an inter-municipal platform that facilitates sharing services and information for the development of effective responses to important sustainability-related opportunities, including energy efficiency, renewable energy, waste reduction, transportation, food security, and more.

What is Sustainable Westchester?

Sustainable Westchester is the result of combining the parallel efforts of the Northern Westchester Energy Action Consortium (NWEAC.org) and the Southern Westchester Energy Action Consortium (SWEAC.org) under one county-wide organizational umbrella.

To enable the merger, NWEAC, a 501(c)(3) organization comprised of member municipalities, has amended its certificate of incorporation to become "Sustainable Westchester." The change in charter allows any local government in Westchester County to join the new organization.

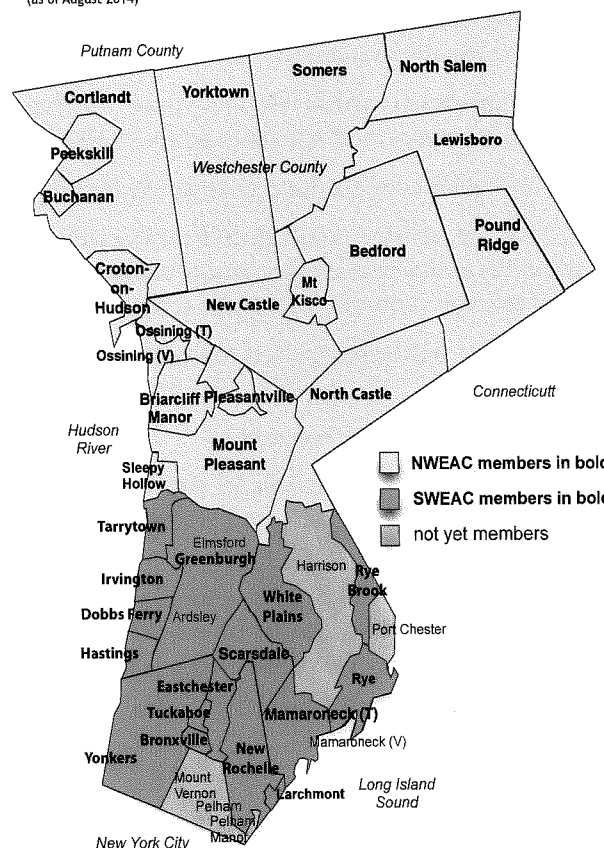
NWEAC, which began operating in 2009, and SWEAC, which began in 2010, have been advocating for the power of intermunicipal collaboration within each consortium. The merger allows Sustainable Westchester and its municipal members to capture the opportunities that scale offers to serve all interested municipalities in Westchester County more effectively.

Over 80% (786,000 residents) of the entire County population lives in the 34 municipalities that have already joined either NWEAC or SWEAC.

What services does Sustainable Westchester offer its members?

Sustainable Westchester's services and programs are tailored to reflect the priorities of its member municipalities. In preparation for the merger, SWEAC and NWEAC prepared a short survey in collaboration with the Westchester Municipal Officials Association. This survey was distributed to chief elected

Westchester's Energy Action Consortium Members
(as of August 2014)



NWEAC
Northern Westchester
Energy Action Consortium
Member Municipalities
www.nweac.org

Bedford
Briarcliff Manor*
Buchanan*
Cortlandt
Croton-on-Hudson
Lewisboro
Mt. Kisco
Mt. Pleasant
New Castle
North Castle
North Salem
Ossining (T)
Ossining (V)
Peekskill
Pleasantville
Pound Ridge
Sleepy Hollow
Somers
Yorktown
*Observer status

SWEAC
Southern Westchester
Energy Action Consortium
Member Municipalities
www.sweac.org

Bronxville
Dobbs Ferry
Eastchester
Greenburgh
Hastings-on-Hudson
Irvington-on-Hudson
Larchmont
Mamaroneck (T)
New Rochelle
Rye (C)
Rye Brook
Scarsdale
Tarrytown
Tuckahoe
White Plains
Yonkers

officials and managers of all 45 cities, towns, and villages in November 2013; 67% responded representing three-quarters of the population of the county. The survey results will help Sustainable Westchester determine which issues are of high priority for its members. Survey responses indicate the following:

- ▶ 91% of responding municipalities have a designated staff member or committee addressing sustainability concerns.
- ▶ 100% say the energy efficiency of municipal buildings is critically important or important.
- ▶ 97% say that energy efficiency of outdoor lighting and street lights is critically important or important.
- ▶ A significant majority indicated that other areas are critically important or important, including lowering energy costs for residents and business owners, reducing solid waste, implementing complete streets.

Both NWEAC and SWEAC have had strong track records of providing services valued by their municipalities. These services include helping to launch the very successful Energize New York energy efficiency program rolled out in fourteen municipalities, as well as developing successful programs designed to share best practices on topics including energy efficient streetlights, green building codes, autumn leaf management and solar permitting as well as other significant initiatives in development. Sustainable Westchester plans to build on the prior successes of NWEAC and SWEAC and will reflect the priorities of its members.

Initiatives will emphasize shared services, access to intellectual capital and case studies from participating municipalities, public-private partnerships and leveraging other external resources for the benefit of participating municipalities and their communities.

What is the organizational structure?

Sustainable Westchester is organized as a dues-paying membership organization, retaining its 501(c)(3) status. Organizations eligible to become members include local governments (i.e., cities, towns, villages, and, potentially, other local jurisdictions) within Westchester County.

We expect the following conditions to apply to membership:

1. Members will be represented by the chief elected official or a proxy (e.g., staff member, other elected official, or volunteer) designated by that individual.
2. Members will pay an annual membership fee (dues) and have a voting role in membership matters, such as electing a Board of Directors, and will have access to all the resources that Sustainable Westchester provides.
3. Members' Meetings will be held at least once per year and will be open to the public.
4. At the Annual Meeting, members will elect directors to the Board of Directors; review and approve the direction and activities of the consortium, and consider other fundamental decisions, e.g., change of membership criteria (for example, whether to include school districts as members, etc.).
5. The Board of Directors will be comprised of twelve individuals, and nominations for the Board will be solicited from Members.

What is the schedule and membership process?

In August 2014, NWEAC received New York State's approval for the amendment to its certificate of incorporation, effecting the transition to Sustainable Westchester. Sustainable Westchester is now "open for business" by and accepting new members.

Annual members' dues are \$1,000 per local government, consistent with the prior NWEAC dues. Municipalities may join Sustainable Westchester by submitting a letter to apply for membership and paying the required dues. A sample resolution for the membership letter will be made available. Sustainable Westchester will hold its first Members' Meeting in the Fall of 2014 and elect its first Board of Directors at that time.

Contact information

Nina Orville, Executive Director, SWEAC, nina@sweac.org, and Herb Oringel, Chair, NWEAC, herb@oringel.com

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RESOLUTION 2014-XXXX

APPOINTMENT OF SUBSTITUTE CLERK AT IRVINGTON PUBLIC LIBRARY

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED, to appoint Netta Sloboda to the position of Substitute Clerk at an hourly rate of \$15.90 effective September 16, 2014.

The vote resulted as follows:

AYES:

NAYS:

ABSENT:

Karen Buccheri

From: Brenda Jeselnik <bjeselnik@irvingtonny.gov>
Sent: Friday, September 19, 2014 1:49 PM
To: 'Larry Schopfer'; Karen Buccheri
Subject: Agenda - 10/6..... Netta Sloboda

From: Rosemarie Gatzek [<mailto:rgatzek@wlsmail.org>]
Sent: Friday, September 19, 2014 11:41 AM
To: Brenda Jeselnik
Subject: Netta Sloboda

Brenda,

Netta Sloboda has been hired to work at Irvington Public Library as a substitute clerk effective September 16, 2014. Her rate of pay will be \$15.90 per hour.

Sincerely yours,

Rosemarie

--

Rosemarie Gatzek
Director, Irvington Public Library
12 South Astor Street
Irvington-on-Hudson, NY 10533

“A blessed companion is a book--a book that, fitly chosen, is a lifelong friend...a book that, at a touch, pours its heart into your own.” (Douglas William Jerrold)

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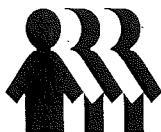
**RESOLUTION 2014-XXX
STANDARD WORKDAY AND REPORTING RESOLUTION FOR ELECTED AND
APPOINTED OFFICIALS**

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

WHEREAS, in accordance with New York State Regulation 315.4 requiring employers to submit a Standard Workday and Reporting Resolution establishing standard workdays for Elected and Appointed Officials who participate in the New York State Local Employees' Retirement System;

BE IT RESOLVED, that the Village of Irvington hereby establishes the following as standard workdays based on the record of activities maintained and submitted by these officials.

<u>Title</u>	<u>Name</u>	<u>Standard Workday</u>	<u>Participates in Empl's Time Keeping System</u>
Village Administrator	Lawrence Schopfer	8	Yes
Assistant to Administrator	Karen Buccheri	8	Yes
Court Clerk	Cindy Paraggio	7	Yes



Office of the New York State Comptroller
Thomas P. DiNapoli
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
Pension Integrity Bureau
110 State Street 7-3
Albany, New York 12244-0001

Phone: 518-402-3815
Fax: 518-486-9577
Email: PensionIntegrity@osc.state.ny.us
Web: www.osc.state.ny.us/retire

September 22, 2014
Location Code: 40096

Ms. Brenda Jeselnik
Clerk Treasurer
Village of Irvington
85 Main St.
Irvington, NY 10533-1745

Dear Ms. Jeselnick:

To date, we have not received a Standard Workday and Reporting Resolution for Elected and Appointed Officials requested in our correspondence dated October 28, 2013 (copy enclosed). Please provide this information by October 31, 2014.

Please note that failure to provide the required information may result in the suspension of the memberships of the affected officials. Once suspended, the service credit and salary associated with their titles may be excluded from their pension benefit calculations. In addition, certain benefits associated with membership would no longer be available, including but not limited to, pension benefit calculations and projections, estimates, death benefits, access to the Self Service Applications and Member Annual Statements.

Based on a review of our records, the following members appears to fit the criteria of an elected or appointed official and should also be listed on the Resolution:

TITLE*	NAME	REGISTRATION #
Mayor	Brian Smith**	4341771-6
Trustee	Kristen Woll	6056169-3
Village Administrator	Lawrence Schopfer	3675099-0
Assistant to Administrator	Karen Buccheri	4239459-3
Building Inspector	Edward Marron, Jr.	3958809-0
Clerk/Treasurer	Brenda Jeselnik	3807357-3
Acting Village Justice	Mitchell Baker	5014429-4
Village Justice	Desmond Lyons	4000931-8
Superintendent of Public Works	Gregory Nilsson	3938393-0
Water & Sewer Superintendent	James Englishby	3899362-2
Tax Collector	Eileen Colantuono	3798633-8
Court Clerk	Cindy Paraggio	4141156-2
Assistant Court Clerk	Donna Fusco	5040031-6
Superintendent of Park & Rec	Joseph Archino	3467601-5

*Competitive appointments through Civil Service do not need to be listed on the Resolution. Please provide written confirmation of any titles that are competitively appointed.

9

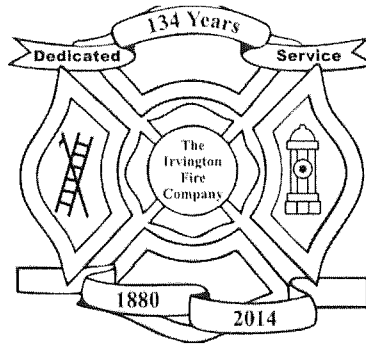
RESOLUTION 2014-XXX
APPROVAL OF VOLUNTEER FIREFIGHTERS

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED, to approve the following new probationary members of the Irvington Fire Company:

Name
Lisa Feldman
Edward Natkin

Matthew Schaeffer, *President*
Will Baisley, *Vice President*
Steve Mangiacotti, *Treasurer*
Dave Lutomski, *Recording Secretary*
Dennis Montaruli, *Financial Secretary*



Ed Lisnak, *Trustee*
Howard Billings, *Trustee*
Jerry Malota, *Trustee*
Joe Clarke, Sr., *Trustee*
Joe Clarke, Jr., *Trustee*

The Irvington Fire Company

90 Main Street, Irvington NY, 10533

We hereby request the Village of Irvington Board of Trustees approve the following new probationary member of the Irvington Fire Company at the next village board meeting.

Name: Lisa Feldman

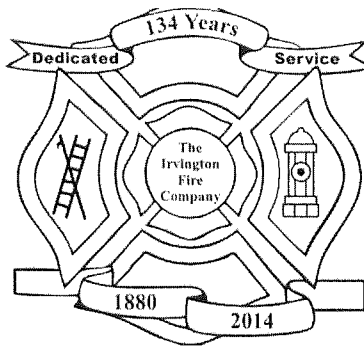
Address: ~~553 Ashford Avenue~~

Ardley, NY 10502

President,

Matthew S. Schaeffer

Matthew Schaeffer, *President*
Will Baisley, *Vice President*
Steve Mangiacotti, *Treasurer*
Dave Lutomski, *Recording Secretary*
Dennis Montaruli, *Financial Secretary*



Ed Lisnak, *Trustee*
Howard Billings, *Trustee*
Jerry Malota, *Trustee*
Joe Clarke, Sr., *Trustee*
Joe Clarke, Jr., *Trustee*

The Irvington Fire Company

90 Main Street, Irvington NY, 10533

We hereby request the Village of Irvington Board of Trustees approve the following new probationary member of the Irvington Fire Company at the next village board meeting.

Name: Edward Natkin

Address: ~~5 Riverview Road~~

Irvington, NY 10533

President,

Matthew S. Schaeffer

RESOLUTION 2014-XXX

**2nd AMENDMENT TO LEASE AGREEMENTS AND MEMORANDUM TO LEASE
AGREEMENT WITH CROWN ATLANTIC COMPANY LLC**

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED, to approve the 2nd amendment to lease agreements and memorandum to lease agreement between the Village of Irvington and Crown Atlantic Company LLC to include the following: a one-time payment increase from \$15,000 to \$16,500; an increase of 15% in the annual rent on October 31, 2023; and, a "Termination Fee" to pay all rent due up to October 31, 2023 should the Agreement be terminated by Crown prior to that date.

THE CENTER FOR MUNICIPAL SOLUTIONS

(518)439-3079

70 CAMBRIDGE DRIVE
GLENMONT, NEW YORK 12077

FAX (518)478-0909

August 1, 2014

Larry Schopfer
Administrator
Village of Irvington
85 Main Street
Irvington, NY 10533

RE: Irvington NY Crown Castle Peter Bond RD & Hermits Rd lease

Dear Mr. Schopfer;

Enclosed is the proposed 2nd Amendment to Lease Agreements and Memorandum to Lease Agreement with Crown at the above site. During negotiations for the lease extension, (four additional five year terms) Crown agreed to the following:

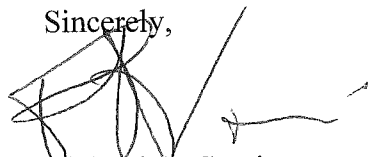
1. To increase its one time payment from \$15,000.00 to \$16,500.00
2. An increase of 15% in the annual rent on October 31, 2023. This "one time rent increase" is in addition to the "regular rent increase" in the Lease.
3. A "Termination Fee" to pay all rent due up to October 31, 2023 should the Agreement be terminated by Crown prior to that date.

In all other respects, the Agreement shall remain in full force and effect.

Based on the rent figures provided to me in September of 2013, I have calculated that with an annual increase estimated conservatively at 3%, the value of the remainder of the lease over the duration of the lease, with this amendment, is nearly \$8,000,000.00. Of that amount, over \$1,800,000.00 will now be guaranteed.

The value under this amendment is a "Fair Market Value" and I strongly recommend the Board's approval. If you require any additional information please let me know. I would appreciate a copy of the signed Amendment, if approved, for my records.

Sincerely,



Richard A. Comi
CMS

Enclosures

SECOND AMENDMENT TO LEASE AGREEMENT
(BU 806585)

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made effective this _____ day of _____, 2014, by and between VILLAGE OF IRVINGTON, a municipal corporation ("Landlord"), and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord and New York SMSA Limited Partnership, a New York limited partnership ("NYSMSA"), entered into a Lease Agreement dated November 1, 1993 (as amended and assigned, the "Agreement"), whereby Landlord leased to NYSMSA a portion of land being described as a 40 feet by 40 feet (1,600 square feet) portion of that property (said leased portion being the "Premises") located at Peter Bont Road (Tax Parcel #110-58-3), Irvington, Westchester County, State of New York, and being further described in Liber 8556, Page 90 and in Liber 6103, Page 126 in the Westchester County Clerk's Office ("Clerk's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. Notice of the Agreement is provided by, and the Premises is described in that certain Memorandum of Lease ("Memorandum"), recorded in Liber 10775, Page 197 in the Clerk's Office; and

WHEREAS, Landlord and NYSMSA entered into that Modification to Lease Agreement dated May 28, 1997 ("First Amendment"), which extended the term of the Agreement to October 31, 2023, among other changes; and

WHEREAS, NYSMSA assigned the Lease Agreement to Tenant pursuant to an assignment made on March 31, 1999, a memorandum of which is recorded in the Clerk's Office at Control Number 401650127; and

WHEREAS, the Agreement has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on October 31, 2023 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Section 3 of the Agreement is amended by replacing "five" with "nine (9)", thereby adding four (4) additional five (5)-year Renewal Terms to the Agreement beyond the Original Term, and extending its total term to October 31, 2043, unless sooner terminated as provided in the Agreement.

3. As additional consideration for amending the Agreement in accordance with this Second Amendment, on October 31, 2023 the annual rent shall increase one-time by an amount equal to fifteen percent (15%) of the annual rent in effect for the immediately preceding year

("One-Time Rent Increase") in addition to the regular percentage rent increase that is scheduled to occur pursuant to the Lease on the same date ("Regular Rent Escalation"). The Regular Rent Escalation shall be applied first, and then the One-Time Rent Increase shall be applied after the rent is increased pursuant to the Regular Rent Escalation.

4. Section 20 of the Agreement is amended by deleting Tenant's notice address and inserting the following:

Tenant: Crown Atlantic Company LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

5. If at any time prior to October 31, 2023: (a) Tenant exercises any of Tenant's rights to terminate the Agreement, or (b) Tenant elects not to renew the Agreement, Tenant shall pay a termination fee ("Termination Fee") equal to the amount of rent that Tenant would have owed to Landlord under the Agreement, as amended, between the date of such early termination or election not to renew, as the case may be, and October 31, 2023. The Termination Fee will be due and payable in the same manner and on the same dates set forth in the Agreement. Notwithstanding the foregoing, Tenant will be released from any and all of its obligations under the Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Tenant terminates the Agreement due to a Landlord default.

6. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to Landlord \$16,500.00 within sixty (60) days of full execution of this Second Amendment by both parties.

7. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Second Amendment, Landlord owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

(d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises.

(e) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

8. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

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Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Cross Index with Liber 10775, Page 197

Tax Map #: 110-58-3

MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT ("Amended Memorandum") is made effective this ____ day of _____, 2014, by and between VILLAGE OF IRVINGTON, a municipal corporation ("Landlord"), with a mailing address of 85 Main Street, Irvington, New York 10533, and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company ("Tenant"), with a mailing address of c/o Crown Castle USA Inc. 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Landlord and New York SMSA Limited Partnership, a New York limited partnership ("NYSMSA"), entered into a Lease Agreement dated November 1, 1993 (as amended and assigned, the "Agreement"), whereby Landlord leased to NYSMSA a portion of land being described as a 40 feet by 40 feet (1,600 square feet) portion of that property (said leased portion being the "Premises") located at Peter Bont Road (Tax Parcel #110-58-3), Irvington, Westchester County, State of New York, and being further described in Liber 8556, Page 90 and in Liber 6103, Page 126 in the Westchester County Clerk's Office ("Clerk's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. Notice of the Agreement is provided by, and the Premises is described in that certain Memorandum of Lease ("Memorandum"), recorded in Liber 10775, Page 197 in the Clerk's Office; and

WHEREAS, Landlord and NYSMSA entered into that Modification to Lease Agreement dated May 28, 1997 ("First Amendment"), which extended the term of the Agreement to October 31, 2023, among other changes; and

WHEREAS, NYSMSA assigned the Lease Agreement to Tenant pursuant to an assignment made on March 31, 1999, a memorandum of which is recorded in the Clerk's Office at Control Number 401650127; and

WHEREAS, the Agreement has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on October 31, 2023 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Landlord and Tenant made and entered into a Second Amendment to Lease Agreement of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Lease, and provide this Amended Memorandum as notice thereof, as follows:

1. Landlord does hereby lease unto Tenant, its successors and assigns, the Premises for four (4) additional five (5) year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Agreement may last for a term of fifty (50) years, expiring on October 31, 2043, unless sooner terminated as provided in the Agreement.

2. The description of the Premises is as provided in that Memorandum of Lease recorded in the Clerk's Office in Liber 10775, Page 197.

3. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

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